

## BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: July 20, 2005Division: County Attorney

Bulk Item: Yes X No     

Department: \_\_\_\_\_

**AGENDA ITEM WORDING:**

Approval of two contract addenda for sale and purchase of property at Rockland Key and of an access easement agreement. The addenda are for: a) revised legal description of property purchased and 2) for retention by Clerk of money to be paid for infrastructure until work completed.

**ITEM BACKGROUND:**

This property was contracted to be purchased for use by Fleet Management. The Master Plan for development of the overall site, which includes the property being purchased by the County, was amended to create a slightly different legal description than was originally contracted. Also, the original contract recited to \$165,000 to be used for infrastructure costs. An addendum is necessary to provide for that sum to be retained by the County Clerk until the work is completed, rather than be paid at time of payment of purchase price. The access easement agreement shall provide the County with vehicular access to property.

**PREVIOUS RELEVANT BOCC ACTION:**

On March 16, 2005, BOCC approved agreement which had an attachment for description which was revised. Purchase price has been paid and deed with corrected legal description has been recorded.

**CONTRACT/AGREEMENT CHANGES:**

The changes to the contract are the descriptions of the parcels, which will actually provide the County with an additional 8 square feet, an access easement, and provision for the infrastructure monies to be held by County Clerk until work completed rather than paid to seller with purchase price the purchase price.

**STAFF RECOMMENDATIONS:**

Approval \_\_\_\_\_

**TOTAL COST:**\$2,713,515 (Previously Approved)      **BUDGETED:** Yes X No   

**COST TO COUNTY: \$2,713,515**      **SOURCE OF FUNDS:**

REVENUE PRODUCING: Yes \_\_\_ No X AMOUNT PER MONTH \_\_\_\_\_ Year \_\_\_\_\_

**APPROVED BY:** County Atty X OMB/Purchasing \_\_\_\_\_ Risk Management \_\_\_\_\_

**DIVISION DIRECTOR APPROVAL:**

JOHN R. COLLINS, COUNTY ATTORNEY

**DOCUMENTATION:**      Included   ✓        To Follow             Not Required

**DISPOSITION:**

AGENDA ITEM #



## ADDENDUM NO. 1 TO AGREEMENT FOR THE PURCHASE OF LANDS

This Addendum ("Addendum") is executed and made as of the 16th day of May, 2005, by and between ROCKLAND INVESTMENT CORPORATION, INC., a Florida corporation (the "Seller") and MONROE COUNTY (the "County").

### WITNESSETH:

In consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations, each to the other in hand paid, receipt of which is hereby acknowledged, and the mutual covenants and undertakings contained herein, the parties hereto agree to amend the Agreement for the Purchase of Lands (the "Contract") between them with respect to the real property described therein (the "Property") as follows:

1. Recitals. The above recitals are true and correct in all respects.
2. Capitalized Terms. Capitalized terms shall have the meanings defined in the Contract unless otherwise defined herein.
3. Change in Description of Property to be Conveyed. The parties agree that the description of the tracts of land that the County will purchase was taken from a Special Purpose Survey (Job No. 031099) prepared by Tri-County Survey, Inc. and dated July 9, 2004. On March 18, 2005, Tri-County Survey, Inc. prepared a final survey for the platting of Rockland Key Commerce Center, which includes the property to be purchased by the County. The Seller and the surveyor changed the tract numbers on the final survey that will be used for plat submission. The tracts that are subject to the Contract are now designated as follows:

#### **Tracts 4,5,13,20, according to the Rockland Key Master Site Plan**

The surveyor has prepared legal descriptions for each of the above tracts, designating the four tracts as Parcels A, B, C and D. The legal descriptions for each of the tracts/parcels are attached to this Addendum as Exhibit A, together with two sketches of the property so described. The parties acknowledge and agree that this is the same property that the County agreed to purchase pursuant to the terms of the Contract.

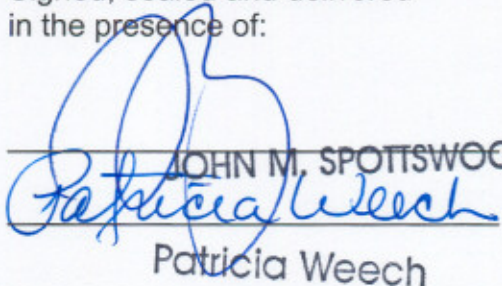
4. Modification. This Addendum sets forth the entire agreement between the parties with respect to the matters set forth herein and may not be modified orally but only by a written instrument signed by both Seller and Buyer.
5. Binding Effect. This Addendum shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns.
6. Amendment. This Addendum shall be deemed to be an amendment to the Contract. Except as specifically set forth herein, the Contract shall remain unaltered and unchanged, in full force and effect, and enforceable according to its terms.



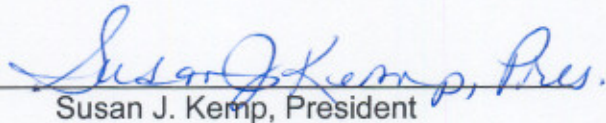
7. Counterparts. This Addendum may be executed in counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same document, notwithstanding that no single counterpart has been signed by all parties. Further, the parties agree this Addendum may be executed and delivered by facsimile signature and shall be originally executed as soon as practicable thereafter.

In Witness Whereof, the parties have hereunder set their hands and seals as of the date set forth above.

Signed, sealed and delivered  
in the presence of:

  
JOHN M. SPOTTSWOOD, JR.  
Patricia Weech

**SELLER:**  
ROCKLAND INVESTMENT CORPORATION,  
INC.

By   
Susan J. Kemp, President

The MONROE COUNTY BOARD OF COUNTY COMMISSIONERS, acting by and through its CHAIRMAN/MAY, has executed this agreement on behalf of MONROE COUNTY this \_\_\_\_\_ day of \_\_\_\_\_, 2005.

**ATTEST:**  
DANNY L. KOLHAGE, CLERK

**BUYER:**  
MONROE COUNTY

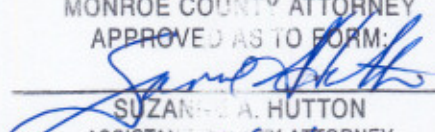
(Seal)

By: Deputy Clerk

Dixie M. Spehar, Chairman/Mayor  
Monroe County Board of Commissioners

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MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY

Date

6/28/05



## **ADDENDUM NO. 2 TO AGREEMENT FOR THE PURCHASE OF LANDS**

This Addendum No. 2 is made and entered into this 24th day of June, 2005, by and between Rockland Investment Corporation, Inc., ("Seller") and Monroe County ("County") acting by and through its Chairman/Mayor of the Monroe County Board of County Commissioners.

### **WITNESSETH:**

WHEREAS, the parties entered into an Agreement for the Purchase of Lands ("Agreement") on March 16, 2005; and

WHEREAS, certain terms were provided by memo and others were omitted from the Agreement; and

WHEREAS, the closing date was to be June 16, 2005 which date has been extended by the parties; and

WHEREAS, Seller is in the process of platting and improving a parcel of real property for an industrial park, which process is not complete; and

WHEREAS, the Agreement is for the conveyance of a portion of the parcel (the "Property") to be platted; and

WHEREAS, the improvements to be completed by the Seller as part of the platting process have not been completed; and

WHEREAS, the parties desire to set forth their intentions in writing to supplement the terms and conditions of the Agreement;

NOW, THEREFORE, the parties agree as follows:

1. The closing date for the conveyance of the Property is extended until June 30, 2005.
2. A non-exclusive easement shall be granted by Seller to County, its guests and invitees, granting access to the Property over Seller's roadway in perpetuity or until such time as the road is dedicated to Monroe County at the time of closing.
3. Seller shall provide the following infrastructure:
  - a. Paving of the access road from US Highway 1 to County's property according to Monroe County engineering standards.
  - b. Installation of new underground electric and communication ducts approved by Keys Energy, Bellsouth Communications and Comcast Cable providers or their assigns to County's property.
  - c. Installation of new drainage swales according to Monroe County standards along the roadway.
  - d. Installation of water lines to the boundary of County's property.



4. Seller plans to apportion infrastructure costs among the property owners purchasing before and after the platting process. County has agreed to pay a share of the infrastructure costs according to the Agreement in an amount not to exceed One Hundred Sixty-five Thousand and No/00 Dollars (\$165,000.00). This amount shall be carried over as a line item in County's budget to be paid when the infrastructure work has been completed.

5. Payments made pursuant to Paragraph 4 shall be made to Seller by County after plat approval, submission of a proper invoice, and documentation by the applicable agencies of the acceptance of the work.

6. Seller shall complete all infrastructure to the County's property within two years. After that time, County may elect to provide the requisite infrastructure to the boundary of the Property. If the County so elects, the County shall pay Seller for the infrastructure completed by Seller, and Seller shall agree to terminate this agreement with respect to infrastructure costs.

7. The parties agree and understand that this addendum is for the purpose of providing additional terms to the Agreement and clarifying existing terms of the Agreement, and the provisions herein shall survive the conveyance of the Property.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 on the day and year first above written.

SELLER



By: Susan Kemp, Pres.  
Print Name and Title

For: Rockland Investment Corporation, Inc.

ATTEST:  
DANNY L. KOLHAGE, CLERK

MONROE COUNTY

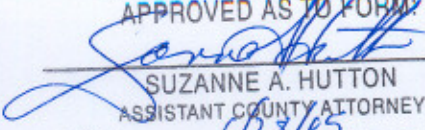
(Seal )

By: Deputy Clerk

Dixie M. Spehar, Chairman/Mayor  
Monroe County Board of  
County Commissioners

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MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM

  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 6/23/15



This instrument prepared by or under  
the supervision of:

Name: Judith Kenney, Attorney  
Address: Judith Kenney & Associates, P.A.  
777 Brickell Avenue, Suite 1070  
Miami, Florida 33131

(Space reserved for Clerk of Court)

### **EASEMENT AGREEMENT**

**THIS AGREEMENT** is made this 24th day of June, 2005 by and between ROCKLAND INVESTMENT CORPORATION, INC., a Florida corporation ("Rockland") and Monroe County, a political subdivision of the State of Florida (the "County").

1. In consideration of the covenants and promises contained herein and as additional consideration for the transfer by Warranty Deed from Rockland to the County of the parcels of land legally described in Exhibit A-2 hereto, Rockland hereby grants and conveys to the County, its successors and assigns, guests and invitees a non-exclusive easement as drawn on Exhibit A-1 hereto (the "Easement"), not to exceed 50 feet in width, in perpetuity for access, ingress and egress purposes over and across the road area, as same may be placed by Rockland from time to time. Said Easement may be used for access, ingress and egress and placement of utilities, including, but not limited to, water, electricity, telephone and cable to the property described on Exhibit A-2.

2. This grant of Easement will run with the land and will be binding on and will inure to the benefit of the parties hereto. This Easement may be moved from time to time by Rockland and shall revert to Rockland when no longer needed for access to the County's property or if the County's property is purchased by any contiguous property owner or any entity that is owned, controlled or under common control with the contiguous property owner. The Easement consists of a gravel road. The portion of the Easement that runs north-south on the west side of Tracts 5, 13 and 20 as shown on the drawing attached as Exhibit A-1 shall be completed by Rockland within six months from the date of this agreement.

3. Rockland, for itself, its successors and assigns, retains the right to use the Easement area for any use not inconsistent with the grant; provided, however, without limiting the foregoing, that Rockland shall not diminish or limit County's access to said Easement for County's use as described above.



4. All notices, elections, demands, requests and other communications hereunder shall be in writing, signed by the party making the same and shall be sent by certified or registered United States mail postage prepaid, addressed as follows:

To the County

Monroe County  
1100 Simonton Street  
Key West, FL 33040

To Rockland

Rockland Investment Corporation  
121 U.S. Highway One, Suite 103  
Key West, Florida 33040

or at such other address as may hereafter be designated in writing by either party hereto

**WITNESS** our hands and seals this 24th day of June, 2005.

WITNESSES:

MONROE COUNTY

Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

By \_\_\_\_\_

Sign Name: \_\_\_\_\_  
Print Name: \_\_\_\_\_

ROCKLAND INVESTMENT  
CORPORATION, INC.  
a Florida corporation

Sign Name: Cagle & Pelt  
Print Name: CAGLE & PELT

By Susan J. Kemp Pres.  
SUSAN J. KEMP, President

Sign Name: Alicia Rodriguez  
Print Name: ALICIA RODRIGUEZ

MONROE COUNTY ATTORNEY  
APPROVED AS TO FORM:

Suzanne A. Hutton  
SUZANNE A. HUTTON  
ASSISTANT COUNTY ATTORNEY  
Date 6/28/05

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this \_\_\_\_\_  
day of June, 2005, by \_\_\_\_\_, on  
behalf of Monroe County, who is personally known to me/has  
produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
Notary Public

My Commission Expires:

STATE OF FLORIDA  
COUNTY OF MONROE

The foregoing instrument was acknowledged before me this 24<sup>th</sup>  
day of June, 2005, by SUSAN KEMP as President of ROCKLAND  
INVESTMENT CORPORATION, INC., who is personally known to me/has  
produced \_\_\_\_\_ as identification.

Alicia Rodriguez  
Notary Public

My Commission Expires:



Alicia Rodriguez  
My Commission DD077877  
Expires December 12, 2005



Exhibit A-1

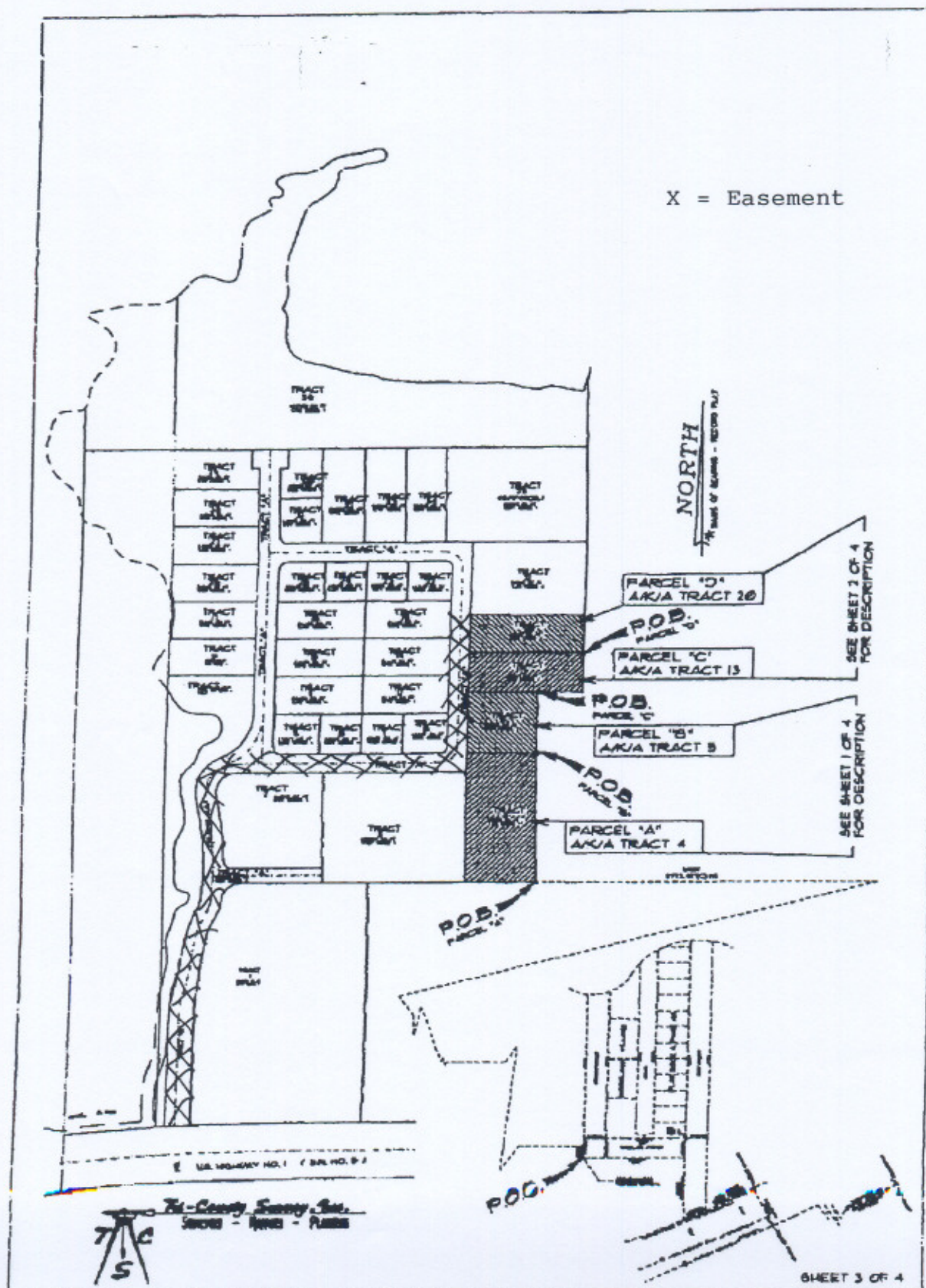




EXHIBIT A-2  
LEGAL DESCRIPTION

Property conveyed from Rockland to Monroe County

DESCRIPTION: PARCEL "A"

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 4 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

Commencing at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing West, a distance of 173.11 feet to a point; thence North, a distance of 340.74 feet to a point; thence East, a distance of 173.11 feet to a point; thence South, a distance of 340.74 feet back to the "Point of Beginning".

Containing 58,966 square feet or 1.394 acres more or less.

DESCRIPTION: PARCEL "B"

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 5 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

Commencing at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the



Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 340.74 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 161.93 feet to a point; thence West, a distance of 173.11 feet to a point; thence South, a distance of 161.93 feet to a point; thence East, a distance of 173.11 feet back to the "Point of Beginning".

Containing 28,032 square feet or 0.644 acres more or less.

DESCRIPTION: PARCEL "C"

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 13 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

Commencing at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, Page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point hereinafter to be known as the "Point of Beginning"; thence East a distance of 110.00 feet to a point; thence North, a distance of 104.12 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 104.12 feet to a point, thence East, a distance of 173.11 feet back to the "Point of Beginning".

Containing 29,477 square feet or 0.677 acres more or less.



DESCRIPTION: PARCEL "D"

A parcel of land lying in and being a part of Government Lot No. 7, Section 21, Township 67 South, Range 26 East, Rockland Key, Monroe County, Florida (also to be known as Tract 20 of the future map or plat entitled "Rockland Key Commerce Center" at the time of recordation) and said parcel being more particularly described as follows:

Commencing at the Southwest corner of the map or plat entitled "Rockland Village" as recorded in Plat Book 4, page 133, of the Public Records of Monroe County, Florida; thence North, along the Westerly limits of the said "Rockland Village", a distance of 29.30 feet to a point; thence West, leaving the said Westerly limits, a distance of 1840.50 feet to the Northwest corner of lands described in Official Records Book 373, Page(s) 112 and 113 of the said Public Records of Monroe County, Florida; thence continuing West, a distance of 932.99 feet to a point; thence North, a distance of 502.67 feet to a point; thence East, a distance of 110.00 feet to a point; thence North, a distance of 104.12 feet to a point hereinafter to be known as the "Point of Beginning"; thence continuing North, a distance of 104.12 feet to a point; thence West, a distance of 283.11 feet to a point; thence South, a distance of 104.12 feet to a point; thence East, a distance of 283.11 feet back to the "Point of Beginning".

Containing 29,477 square feet or 0.677 acres more or less.